

UNOFFICIAL COPY

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4937/0370 26 001 Page 1 of 4
2003-02-03 14:44:17
Cook County Recorder 30.50

RECORDATION REQUESTED BY:
BANCO POPULAR NORTH
AMERICA
Cicero Avenue
4801 W. FULLERTON
AVENUE
CHICAGO, IL 60639



WHEN RECORDED MAIL TO:
BANCO POPULAR NORTH
AMERICA
Cicero Avenue
4801 W. FULLERTON
AVENUE
CHICAGO, IL 60639

SEND TAX NOTICES TO:
BANCO POPULAR NORTH
AMERICA
Cicero Avenue
4801 W. FULLERTON
AVENUE
CHICAGO, IL 60639

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Banco Popular North America (Box 22), Ln#3644-9003
BANCO POPULAR NORTH AMERICA
4801 W. Fullerton Avenue
Chicago, IL 60639

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated December 5, 2002, is made and executed between Chicago Title Land Trust Company, not personally but as Trustee on behalf of Chicago Title Land Trust Company, as Trustee under trust agreement dated 12/01/93, a/k/a Trust #1100042, whose address is 171 N. Clark St, Chicago, IL 60601 (referred to below as "Grantor") and BANCO POPULAR NORTH AMERICA, whose address is 4801 W. FULLERTON AVENUE, CHICAGO, IL 60639 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated March 21, 2002 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage and Assignment of Rents dated March 21, 2002 and recorded in Cook County Recorder as Document Numbers 0021301127 and 0021301126.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in Cook County, State of Illinois:

THE NORTH 39.78 FEET OF LOTS 1 AND 2 IN WINSTON'S SUBDIVISION OF BLOCK 7 IN SHEFFIELD'S ADDITION TO CHICAGO IN THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 1611 N. Sheffield, Chicago, IL 60614. The Real Property tax identification number is 14-32-424-050-0000

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MODIFICATION OF MORTGAGE #030156868

Loan No: 9003

(Continued)

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MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

Effective December 05, 2002, the outstanding indebtedness on the existing mortgage is increased from \$48,160.98 to \$83,161.00. Therefore, all references in the loan documents to \$48,160.98 are hereby deleted and inserted in lieu thereof are corresponding references to \$83,161.00. All other terms and conditions remain the same.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED DECEMBER 5, 2002.

GRANTOR:

CHICAGO TITLE LAND TRUST COMPANY, AS TRUSTEE UNDER TRUST
AGREEMENT DATED 12/01/93, A/K/A TRUST #1100042

By: *Joda Molera*
Chicago Title Land Trust Company



LENDER:

x *Janette Vega*
Authorized Signer

It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that the warranties, indemnities, representations, covenants, undertakings and agreements herein made on behalf of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the undersigned land trustee, on account of this instrument or on account of any warranty, indemnity, representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

TRUST ACKNOWLEDGMENT

STATE OF IL)
COUNTY OF Cook) SS

On this 5th day of December, 2002 before me, the undersigned Notary Public, personally appeared Chicago Title Land Trust Company, of Chicago Title Land Trust Company, as Trustee under trust agreement dated 12/01/93, a/k/a Trust #1100042, and known to me to be an authorized trustee or agent of the trust that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

By Sheila Davenport Residing at
Notary Public in and for the State of IL
My commission expires

OFFICIAL SEAL
SHEILA DAVENPORT
Notary Public, State of Illinois
My Commission Expires 10/7/03

Notary Public of Cook County Clerk's Office

LENDER ACKNOWLEDGMENT

STATE OF Illinois

)
) SS

COUNTY OF Cook

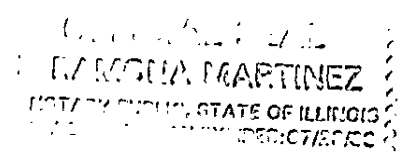
On this 17th day of December, 2002 before me, the undersigned Notary Public, personally appeared ANNETTE VEGA and known to me to be the LOAN OFFICER authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and that the seal affixed is the corporate seal of said Lender.

By [Signature]

Residing at Illinois

Notary Public in and for the State of Illinois

My commission expires 7-23-03



Cook County Clerk's Office